

EXHIBIT 1

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA

DARRYL BROWN,

Plaintiff,

vs.

**GLOBE LIFE AND ACCIDENT
INSURANCE COMPANY**

Defendant.

Case No. CIV-12-405-W

(Served But Not Filed Per FRCP 68)

OFFER OF JUDGMENT

Pursuant to Fed. R. Civ. P. Rule 68 and 12 O.S. 1101.1(B), Defendant, Globe Life and Accident Insurance Company, hereby offers to allow judgment to be taken against it in this action in the total amount of One Thousand Five Hundred Dollars (\$1,500.00). This offer is inclusive of any applicable prejudgment interest, costs, and attorney fees that may be awardable pursuant to applicable statute.

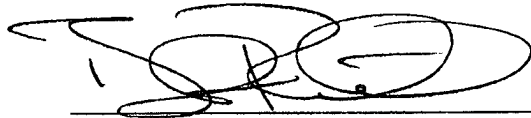
Plaintiff has fourteen (14) days from the date on which this offer was served in which to serve written notice accepting the offer. An acceptance should be served but not filed. If Plaintiff accepts this offer, the offer and notice of acceptance shall be filed with the Court and the Clerk of the Court will enter a final judgment in this action that conforms to the terms set out in the offer.

This offer of judgment is made solely for the purposes specified in Fed. R. Civ. P. 68 and 12 O.S. § 1101.1(B), and should not and is not to be construed either as an admission that the Defendant is liable in this action, or that the Plaintiff has suffered any damage for which

compensation or benefits have not already been provided, or that Plaintiff could recover any prejudgment interest, statutory costs, or attorney fees in this litigation. This offer of judgment is not admissible evidence.

If Plaintiff fails to accept the offer within the time allowed, it is deemed withdrawn. If Plaintiff fails to recover a more favorable judgment than the one specified in this Offer of Judgment, Plaintiff may be liable for all of the costs of suit incurred by Defendants after the date of this offer, including attorney fees. *See* 12 O.S. § 1101.1(B); *Scottsdale Ins. Co. v. Tolliver*, 636 F.3d 1273 (10th Cir. 2011).

Dated: July 11, 2012.



Brooks A. Richardson, OBA #18133
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**COUNSEL FOR DEFENDANT GLOBE
LIFE AND ACCIDENT INSURANCE COMPANY**

CERTIFICATE OF SERVICE

The undersigned hereby certified that on the 11th day of July, 2012, a true and correct copy was forwarded to Plaintiff, Darryl Brown, via electronic mail through CORRLINKS and by regular U.S. mail, postage prepaid to Plaintiff at the following address:

Darryl Brown, Reg: No. 46446-066
14601 Burbridge Rd SE
Cumberland, MD 21502-8724

A handwritten signature in black ink, appearing to read 'Brooks A. Richardson', written over a horizontal line.

Brooks A. Richardson